



TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, **including back up information**, 8 days prior to the requested meeting date. **Public Hearing requests must be submitted 20 days prior to requested meeting date to meet publication deadlines** (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

MEETING INFORMATION

Date Submitted: May 5, 2016

Date of Meeting: May 26, 2016

Submitted by: Highway Operations Manager Lori Barrett

Department: Highway

Time Required: 15 minutes

Speakers: Lori Barrett

Background Info.

Supplied:

Yes: ☒ No: ☐

CATEGORY OF BUSINESS (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Appointment: ☐

Recognition/Resignation/
Retirement: ☐

Public Hearing: ☒

Old Business: ☐

New Business: ☐

Consent Agenda: ☐

Nonpublic: ☐

Other: ☐

TITLE OF ITEM

Public Hearing – 2016 Local Source Water Protection Grant Program Fund Acceptance

DESCRIPTION OF ITEM

Town Council will hold a public hearing to consider the acceptance and expenditure of the 2016 Local Source Water Protection Grant Program funds in the amount of \$19,800 from the New Hampshire Department of Environmental Services (NHDES) to the Town of Merrimack for the Assessment of Coverage Indication Technology as a tool for reducing chloride in and around sensitive areas Project, pursuant to RSA 31:95-b and Charter Article 8-15.

REFERENCE (IF KNOWN)

RSA: 31:95-b

Warrant Article: _____

Charter Article: 8-15

Town Meeting: _____

Other: _____

N/A

EQUIPMENT REQUIRED (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Projector: ☐

Grant Requirements: ☐

Easel: ☐

Joint Meeting: ☐

Special Seating: ☐

Other: ☐

Laptop: ☐

None: ☐

CONTACT INFORMATION

Name: **Lori Barrett**

Address

80 Turkey Hill Road

Phone Number **424-8551**

Email Address

lbarrett@merrimacknh.gov

LEGAL NOTICE
Town of Merrimack
Public Hearing

Residents of Merrimack are hereby advised that the Town Council will hold a public hearing to authorize the acceptance and expenditure of the 2016 Local Source Water Protection Grant Program funds in the amount of \$19,800 from the New Hampshire Department of Environmental Services (NHDES) to the Town of Merrimack for the *Assessment of Coverage Indication Technology as a tool for reducing chloride usage in and around sensitive areas* Project, pursuant to RSA 31:95-b and Charter Article 8-15. The public hearing will be held on **Thursday, May 26, 2016 at 7:00 PM** in the Matthew Thornton Room located at 8 Baboosic Lake Road in Merrimack.

For Town of Merrimack Use:

Posted: May 13, 2016

To Be Published: May 13, 2016 (*Union Leader*)

Becky Thompson

Subject: FW: paperwork for Local Source Water Protection grant
Attachments: Merrimack First Letter 16.pdf; Merrimack grant-agreement.doc; Merrimack EXHIBIT A-CFinal.docx; Example Votes Memo Towns & Village Districts.doc

From: Hudnor, Amy [<mailto:Amy.Hudnor@des.nh.gov>]
Sent: Friday, April 29, 2016 8:24 AM
To: Lori Barrett
Cc: Rigrod, Pierce
Subject: paperwork for Local Source Water Protection grant

Hi Lori,

Congratulations on your successful application to the 2016 Local Source Water Protection Grant Program for the *Assessment of Coverage Indication Technology as a tool for reducing chloride usage in and around sensitive areas* Project. The NH Department of Environmental Services intends to award **\$19,800** to the Town of Merrimack for this important project.

Please see the attached letter for instructions on paperwork you will need to fill out and return to me so I can submit it for consideration at an upcoming Governor and Council (G&C) meeting. Please follow instructions carefully as the G&C process is very specific. If you can get the paperwork to me within two weeks that would be helpful, but I realize that may not be possible because of the certificate of vote requirement. Please return it to me as soon as possible. Once I've received the paperwork I will begin the G&C process which can take from one to two months. Work cannot begin until G&C approval is finalized.

Thanks and let me know if you have any questions.

Sincerely,

Amy Hudnor

Program Planner
Drinking Water and Groundwater Bureau
NH Department of Environmental Services
29 Hazen Drive/PO Box 95
Concord, NH 03302-0095
Phone: (603) 271-2950

Register for [NHDES' Drinking Water Source Protection Conference](#) – May 11, 2016 Grappone Center

Announcing the NHDES *Be Well Informed* Private Well App - An interactive web application for private well owners to interpret water quality test results and identify appropriate water treatment options. Visit <http://xml2.des.state.nh.us/DWITool/>

Becky Thompson

From: Lori Barrett
Sent: Thursday, May 05, 2016 9:00 AM
To: Becky Thompson
Subject: FW: Grant opportunity

Here is the email and I will follow this with the grant information.

Lori Barrett

Operations Manager
Merrimack Public Works Dept
Highway Division
Ph: 603-423-8551

From: Kyle Fox
Sent: Wednesday, February 10, 2016 10:40 AM
To: Eileen Cabanel
Cc: Lori Barrett
Subject: Grant opportunity

Good morning Eileen,

I wanted to make you aware of a grant opportunity that Lori will be applying for with the assistance of Merrimack Village District. The grant is through the NHDES Source Water Protection group, which is why MVD is involved. The grant that we would be applying for is a non-matching State grant in the amount of \$20,000. The grant would allow Sensible Spreader Technologies (<http://www.sensiblespreader.com/>) to equip some of our winter maintenance fleet with equipment and software that would track and allow the drivers to keep track of where salt has been applied and in what quantity. The benefits of the program are savings in salt use, less impact to drinking water supply areas, and potential savings in staff time as the driver could visually see where he has been.

We became aware of this opportunity two weeks ago and the grant is due to DES by next week (the opportunity arose because other communities that were interested in the grant have not followed through). We have had a good working relationship with the NHDES program coordinator in the past and he thought we would be a good fit for this program.

If awarded the grant, we would need to schedule a TC meeting agenda to accept the grant so I'll keep in touch on the progress.

Thanks,
Kyle

Kyle Fox, PE

Deputy Director/Town Engineer
Public Works Department
6 Baboosic Lake Road
Merrimack, NH 03054
(603) 424-5137
<https://www.facebook.com/MerrimackDPW>



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



April 28, 2016

Lori Barrett
Merrimack Public Works Department
6 Baboosic Lake Rd
Merrimack, NH 03054

Subject: 2016 Local Source Water Protection Program Grant: SWP-268

Dear Ms. Barrett:

Congratulations on your successful application to the 2016 Local Source Water Protection Grant Program for the *Assessment of Coverage Indication Technology as a tool for reducing chloride usage in and around sensitive areas* Project. The NH Department of Environmental Services intends to award \$19,800 to the Town of Merrimack for this important project.

To award the grant funds, we must enter into a grant agreement, approved by the Governor and Council. Enclosed is the grant agreement paperwork. **Please review these documents carefully.** If everything is satisfactory, please submit the following:

1. **Original, signed, initialed, and notarized grant agreement (attached).**
Please print the grant agreement and exhibits single-sided.
2. **Original, signed, and notarized Certificate of Vote of Authorization (example attached).**
3. **Certificate of Insurance.**
The Certificate Holder should be "State of New Hampshire, Department of Environmental Services, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095."

Once the required paperwork is submitted, the process will begin for Governor and Council approval. **Please note that work cannot be completed until approval from Governor & Council is received.** Since these grants are made possible by federal funding of New Hampshire's environmental programs, applicants are expected to go through a competitive bid process for contractor selection for construction services. Competitive bidding is not required for non-construction or planning projects. Applicants are also requested to make a good faith effort to utilize disadvantaged businesses for any services, equipment and/or supplies purchased. A list of disadvantaged businesses is available at <http://www.nh.gov/dot/business/contractors.htm>. We look forward to working with you on your source water protection project. Please feel free to contact me at 271-2950 or amy.hudnor@des.nh.gov if you have any questions.

Sincerely,

Amy Hudnor
Drinking Water and Groundwater Bureau

Enclosures: Grant Agreement, Exhibits, Example Certificate

Subject: Town of Merrimack

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Town of Merrimack		1.4 Grantee Address Public Works Dept. 6 Baboosic Lake Rd, Merrimack, NH 03054	
1.5 Effective Date Upon G&C approval	1.6 Completion Date May 31, 2018	1.7 Audit Date N/A	1.8 Grant Limitation \$19,800
1.9 Grant Officer for State Agency Amy Hudnor NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 2950	
1.11 Grantee Signature		1.12 Name & Title of Grantee Signor	
1.13 Acknowledgment: State of _____, County of _____ On ____ / ____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: _____ Attorney, On: ____ / ____ / _____			
1.17 Approval by the Governor and Council By: _____ On: ____ / ____ / _____			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional,

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF WORK

Town of Merrimack, New Hampshire:

The Town of Merrimack (Town) will use New Hampshire Department of Environmental Services (NHDES) grant funds to purchase, modify and utilize on-board Coverage Indication Technology (CIT) for winter road maintenance trucks. CIT will be installed on six of the Town's plow trucks that will operate in the wellhead protection areas (WHPAs) for three municipal wells (EPAID 1531010-003, 004 and -005) that currently show elevated sodium and chloride levels most likely associated with long-term de-icing activities (i.e., sand and salt applications). The goal of this grant is to implement CIT on municipal trucks to reduce overlapping salt applications using real time CIT technology and accurately measure salt use and cost reductions over time.

Specifically, the following tasks will be accomplished, consistent with the Town's grant application, by the Town or a qualified subcontractor hired by the Town:

1. **CIT System Procurement:** The Town will purchase six dash-mounted CIT systems for six salt spreading winter maintenance vehicles owned and operated by the Merrimack Department of Public Works. The CIT will include a mobile device, a rotational rate sensor, and an angle sensor. Wireless communications, data collection and cloud data storage requirements will be summarized and reported to NHDES.
2. **Pre-Season Qualitative Assessment of Status Quo:** Operators and Managers The Town and its subcontractor will hold up to three meetings to discuss the project, as necessary. A pre-season survey will be provided to the managers and to the operators as part of drafting a qualitative assessment of current operations. The pre-season survey will help to gauge operators' perceived initial operational challenges, and will include questions pertaining to the perceived usefulness of the technology and provide information about existing operations.
 - a) Initial meeting conducted in order to establish existing operations approaches with managers in order to organize historical use information (and data where available). Discussion and review of qualitative assessment questions for operators and management.
 - b) Pre-Season meeting with managers and operators for a formal introduction to the project and complete preseason qualitative assessment.
 - c) Post-Season meeting with managers and operators for qualitative written assessment and review of CIT.

The assessment with survey results will be incorporated into final report in Task 11.

3. **Establishment of Historical Salt Use Baseline:** For the previous five winters (2011-2015), historical data summarizing the Town's total salt per year, total use per event, number and duration of winter events, average salt usage per event/truck, total miles of road treated with salt-laden materials per event, salt application rates per lane mile, and summary of changes to maintenance/spreader calibration or other practices over this time period. Total salt usage for each year will be totaled and statistically regressed to the NHDOT's Weather Severity Index

Grantee Initials _____

Date _____

baseline application data during 5-10 winter events. User interfaces on the CIT systems will then be enabled and operators will be activated for the next 5-10 winter events or for the remainder of the winter season. At the end of the season salt usage from trucks having CIT disabled versus enabled during the series of storm events will be measured and compared. The results of this analysis will be submitted to NHDES as part of an "Overlap Report" containing maps highlighting road sections where overlap occurs and can be reduced, and details regarding total driven miles per truck, total material spread per truck, distance traveled while spreading material per truck, material application locations, percent of overlap detected per truck, overlap miles per truck, overlap material per truck, and average application rates per truck. A copy of the analysis will be provided to NHDES and included in the report in Task 11.

9. Post Season Qualitative Assessments of CIT: A post-season written operator survey will be provided to the managers and to the operators. The survey will include multiple choice questions pertaining to the perceived usefulness of the technology, impacts of the technology on the operation and will offer a review the technology from a general user perspective.

10. Post Season Data Analysis and Comparisons to Historical Baseline: A quantitative comparison of historical road salt application to post CIT installation will be completed, regression of salt use to the WSI incorporating winter 2016 application data, salt application metrics by lane mile truck event and annual totals per year from 2011 through 2017, or as otherwise available. Graphs, tables and charts illustrating historical and post CIT salt use will be developed with a supporting analysis concerning anticipated and realized reduction in salt application associated with truck overlap or other reasons. Submit an analysis to NHDES for review and comment and include in the final report in Task 11.

11. Final Reporting – Reflecting the key information and findings from Tasks 1-10: A final report will be generated which thoroughly analyzes the project and identifies primary factors controlling the success of the project in terms of identifying salt application overlap and reduced salt application, the degree to which anticipated reductions were realized, an estimate of the net financial savings in road materials, and recommendations for further work to further identify and reduce salt application through the use of CIT.

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from Governor & Council.

EXHIBIT B

BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only**

Grantee Initials _____

Date _____

Certificate of Vote of Authorization **Examples**

A Certificate of Vote of Authorization is a certificate that states that a grantee is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so and that they are who they are.

All certificates must include:

A signature other than the person that signed the Grant Agreement (box 1.11 & 1.12).

Must state that the person who signed the Grant Agreement has the authority to do so,

Must be notarized

A date following or the same as the Grant Agreement.

Example 1

(i.e. Water Districts/Village Precincts)

We, the undersigned duly elected Commissioners of the Town Water District, do hereby state that on January 1, 201X at the regular monthly meeting of the Water District, the Commissioners voted to approve and accept the proposed 201X Local Source Water Protection Grant as stated in the letter dated December 20, 201X from the NH Department of Environmental Services.

The undersigned Commissioners hereby authorize, Mr. Water, as chairman, to execute any documents which may be necessary for this grant on the District's behalf.

Date	Name, Title
------	-------------

Date	Name, Title
------	-------------

Notarized by _____ SEAL _____

Example 2A

(i.e. Towns, Regional Planning Commissions)

I, Ms. Clerk, Town Clerk of Watertown, N.H. do hereby certify that: (1) at the meeting held November 1, 200X, the Town Meeting voted to authorize Watertown to apply for, accept and expend money from the state, federal, or other governmental unit or a private source, which becomes available during the fiscal year; (2) at the meeting on January 1, 200X, the Town of Watertown, agreed to receive a 200X Local Source Water Protection Grant from NH Department of Environmental Services (DES) to fund the Source Water Protection Measures Project.

Official Motion: Motion by Selectman Well, “to enter into and approve a grant agreement with the DES in the amount of \$15,000.00 to Watertown and to authorize Town Manager, Mr. Source, to sign paperwork associated with such grant on behalf of the Town”, Selectman Well seconds the motion.

Vote Unanimous:

IN WITNESS WHEREOF, I have hereunto set my hands as the town clerk of Watertown, NH.

Town Clerk _____ Date _____

State of New Hampshire, County of Water:

On this 1st day of January, 200X before me, Ms. Clerk, Notary Public, the undersigned officer, personally appeared, Ms. Clerk, who acknowledged herself to be the Town Clerk of Watertown, NH, and that she, as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public _____ Commission Expires: _____

Example 2B

I, _____, City Clerk for the City of Welltown, New Hampshire do hereby certify that:

1. The City Council voted to accept funds and enter into a grant agreement with the NH Department of Environmental Services on January 1, 200X;
2. The City Council further authorized the City Manager to execute any documents which may be necessary for this grant agreement;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointment to and now occupies the office indicated in 2. above:

_____ Mr. Smith, City Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Welltown, New Hampshire this ____ day of ____ 200X.

City Clerk

SEAL

Example 2C

On January 1, 200X the City of Welltown authorized the Conservation Commission to enter into a grant agreement with the State of New Hampshire Department of Environmental Services pertaining to the 200X Local Source Water Protection Grant Program for the Source Water Protection project.

The undersigned City Manager further authorizes, Acting Chairman of the Conservation Commission, Ms. Anne Bell, to execute the grant on the Commissions' behalf and any documents which may be necessary for this grant.

Mr. Smith, City Manager

Ms. Bell, Acting Chairman, Conservation Commission

Notarized by

SEAL